

Exhibit 1

Offer of Judgment dated April 11, 2025

1 Frank Z. LaForge (SBN 12246)
2 Scott H. Husbands (SBN 11398)
3 University of Nevada, Reno
4 1664 N. Virginia Street/MS0550
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10 Attorneys for Defendant

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 **WILLIAM O'DONOHUE, JANE FISHER &**
14 **LORRAINE BENUTO**

15 Plaintiffs,

16 v.

17 **STATE OF NEVADA EX REL. BOARD OF**
18 **REGENTS OF THE NEVADA SYSTEM OF**
19 **HIGHER EDUCATION, ON BEHALF OF**
20 **THE UNIVERSITY OF NEVADA RENO,**

21 Defendants.

Case No. 3:25-cv-00014-MMD-CLB

UNR'S OFFER OF JUDGMENT TO
PLAINTIFF LORRAINE BENUTO

22 TO PLAINTIFF LORRAINE BENUTO AND HER ATTORNEYS OF RECORD:

23 Defendant Board of Regents of the Nevada System of Higher Education on behalf of the
24 University of Nevada, Reno ("UNR"), hereby offers to allow entry of judgment to be taken against
25 it pursuant to Rule 68 of the Federal Rules of Civil Procedure as follows:

- 26 1. A judgment in favor of Plaintiff Lorraine Benuto, individually, against UNR in the
27 total sum of \$99,000, shall include all costs, pre-judgment interest and attorney's
28 fees accrued by Benuto to date.
2. Benuto must submit a letter of resignation from her employment at UNR within 3
days of accepting this offer, effective immediately.

1 3. Upon receipt of such letter of resignation, UNR shall terminate the current
2 disciplinary proceedings brought against Benuto and scheduled for hearing on April
3 28–30, 2025.

4 4. Benuto shall withdraw any currently pending complaints, charges, or grievances
5 against UNR that she has submitted to any entity, including but not limited to the
6 Equal Employment Opportunity Commission, Nevada Equal Rights Commission,
7 or the American Psychological Association within 14 days of accepting this offer.

8 If Benuto does not accept this offer, it shall be deemed rejected and withdrawn by UNR. If
9 Benuto thereafter fails to recover a more favorable judgment, UNR shall seek to recover all costs
10 and attorney's fees incurred from the date of this Offer of Judgment through the conclusion of the
11 litigation. To accept this offer, Benuto must serve written notice of acceptance thereof within 14
12 days of the date this offer is served. Upon acceptance of this offer, UNR reserves the right to pay
13 the offered amount and to request dismissal of Benuto's claims in lieu of entry of judgment, as
14 permitted under Rule 68.

15 This offer is not an admission of liability by UNR, but rather is made solely for the purpose
16 of compromising a disputed claim.

17 DATED this 11th day of April, 2025.

18
19 /s/ Frank Z. LaForge

20 Frank Z. LaForge (SBN 12246)
21 Scott H. Husbands (SBN 11398)
22 Assistant General Counsel
23 University of Nevada, Reno
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Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the University of Nevada, Reno, over the age of eighteen years, that I am not a party to the within action, and that on the 11th day of April, 2025, I electronically served the foregoing UNR'S OFFER OF JUDGMENT TO PLAINTIFF LORRAINE BENUTO to the following electronic mail address and/or by U.S. mail, postage prepaid, addressed as follows:

Mark Mausert
Sean McDowell, Esq.
729 Evans Avenue
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Attorney for Plaintiff

/s/ Pamela L. Stanley
Employee of the University of Nevada, Reno
of the Nevada System of Higher Education